United States Bankruptcy Court <u>SOUTHERN DISTR</u> 61288, Houston TX 77208 (Houston Div	vision)	PROOF OF CLAIM	
Name of Debtors	Case Number	The state of the s	
Stage Stores, Inc., a Delaware corporationSpecialty Retailers, Inc., a Texas corporationSpecialty Retailers, Inc. (NV), a Nevada corporation	00-35078-H2-11 00-35079-H2-11 00-35080-H2-11	788-21205 Creditor ID#:	
*place an "x" beside the name of the Debtor you are filing a claim against		United States Bankruptcy Court Southern District of Texas	
Name of Creditor (The person or other entity to whom the debtor owes money or property):	Check box if you are aware that anyone else a filed a proof of claim relating to your claim.	FILED	
Federal Sign	Attach copy of statement giving particulars.	JUL 0 3 2000	
Name and address where notices should be sent:  ***********************************	Check box if you have never received any notices from the bankruptcy court in this case	Michael N. Milby, Clerk	
Chicago 1L 00694-1026 3015 Ave. E. East  Arlington, TX 76011	XCheck box if the address differs from the address on the envelope sent to you by the court.		
Account or other number by which creditor identifies debtor: $19 - 01897$	- Check-here replaces if this claim amends a prev	iously filed claim, dated:	
1. Basis for Claim  X Goods sold X Services performed	Retiree benefits as defined in 11 U Wages, salaries, and compensation	n (Fill <b>out</b> below)	
Money loaned Personal injury/wrongful death Taxes	Your SS#: Unpaid compensation for services performed from to		
Other	(date)	(date)	
2. Date debt was incurred: 9/1/99	3. If court judgment, date ob	tained:	
4. Total Amount of Claim at Time Case Filed: \$ _3,338.16 Point of John Point of Your claim is secured or entitled to priority, also comple Check this box if claim includes interest or other charges in additional charges.	te Item 5 or 6 below.	Attach itemized statement of all interest or	
5. Secured Claim.  — Check this box if your claim is secured by collateral (including a right of setoff).	6. Unsecured Priority Claim. Check this box if you have an understand the priority \$	unsecured priority claim	
Brief Description of Collateral: Real Estate Motor Vehicle Other All personal and intangible property of Debtor's Estate	Specify the priority of the claim  — Wages, salaries, or commissions (up to the bankruptcy petition or cessation of the U.S.C. § 507(a)(3)	: \$4,300),* earned within 90 days before filing of he debtor's business, whichever is earlier - 11	
Value of Collateral: \$	<ul> <li>Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4).</li> <li>Up to \$1,950* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6).</li> <li>Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7).</li> </ul>		
Amount of arrearage and other charges <u>at time case filed</u> included in secured claim, if any \$	Taxes or penalties owed to government Other – Specify applicable paragraph of *Amounts are subject to adjustment on 4/1/2 cases commenced on or after the date of ac	11 U.S.C. § 507(a). 98 and every 3 years thereafter with respect to	
<ul> <li>Credits: The amount of all payments on this claim has been credited and do the purpose of making this proof of claim.</li> <li>Supporting Documents: Attach copies of supporting documents, such notes, purchase orders, invoices, itemized statements of running accounts, cont court judgments, mortgages, security agreements, and evidence of perfection of DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.</li> <li>Date-Stamped Copy: To receive an acknowledgment of the filing of you enclose a stamped, self-addressed envelope and copy of this proof of claim.</li> </ul>	n as promissory tracts, of lien.	This Space-Is for Court-Use Only	
Sign and print the name and title, if any, of the creditor or oth (attach copy of power of attorney, if any):	Joan Gill, Credit Mgr.	1088	
Penalty for presenting fraudulent claim: Fine of up to \$500,00	· · · · · · · · · · · · · · · · · · ·	18 U.S.C. §§ 152 and 3571.	



# Division Federal Signal Corporation

### LEASE AND MAINTENANCE AGREEMENT

For Service, Call 1-800-359-7372

							For Service, Call 1-	000-339-73
Salesperson	Betty Schmiech	Telephone No713/	849-5660	_Agreement No	19-01897	Mfg. No.	19-01897	1-00
AGREEM	ENT made between FEDE	RAL SIGN, Division of Federal S	Signal Corporation,					•
	rittmoore, Suite 115			Harris	Texas	1 ) 1000100 01.	77041	لديد
	Street	City		County	State	<u> </u>	Zip Code	, and
Stage S	Stores, Inc.				· · ·	(herein ca	elled "LESSEE")	
<u>726 Me</u>	<u>yerland Plaza #202</u>	Houston		<u>Harris</u>	Texas		77096	
	Street	City		County	State		Zip Code	
AN INDIVIDUAL	☐ A PARTNERSHIP	☐ A CORPORATION ☐	A MUNICIPALITY	☐ A LLC	Lessee's Telephone I	No.;	(713) 218-4422	
ADDRESS OF INSTA	LLATION	Beafrs, 1500 E. Court		Seguin		Texas	78155	
4 Diebi	AV. Subject to the terms	Street		City	County	State	Zip Code	<del></del>
lease to Lessee, the ac	dvertising display(s) descr	and conditions herein (including t ibed in Paragraph 4 below (collec	ine reverse nereor), tively herein called	, Lessor sna⊪const I the "Display").	truct, install and, during the te	rm of this Agr	eement, maintain and	
	This Agreement shall be y Lessor to Lessee for ins	for a term of60_tallation.	months co	mmencing on the กิ	rst day of the month following	the month in	which the Display is	
3. RENTA	AL: Lessee shall pay Less	sor a monthly rental of \$ 83.0	0	.   olus anv apolicab	le tax :in advance on the first.	day of each:	month during the term	
hereof, and further agn	ees to pay the sum of \$ _	<u>-0-</u> upon execution o	f this Agreement, a	as security deposit (	olus any applicable tax equal (	to the last	-0-	
months of the Agreem	ent. In addition to rentals	herein provided, Lessee shall pro-	omptly pay, when b	oilled by Lessor, all	such other charges or amoun	nts as are red	ruited to be haid by Les	ssee pursua
ninety days from the d	ate of Lessor's acceptance	nded after all rentals have been e of this Agreement and delivery	paid. The rental r of Display will be	rate herein provide made within six ma	d is based on the anticipation onths from such acceptance (	n that the fat	prication of Display shall	ll begin with
occur as anticipated, c	or if there shall occur fabr	ication interruptions, the rental re	ate is subject to ind	crease by Lessor i	n accordance with Paragraph	ns 14 and 15	respectively, of this Ag	very does n greement. 7
rentais snail be payabl	e at the above address of	Lessor unless otherwise designa	ited in writing by Le	essor.				
4. SPECI	FICATIONS: Total number	er of Displays One	(1)		Design No	<b>.</b> .	A99195	
				-		···	<u> </u>	· <del>-</del>
Overall Size: (approx.)	· · · ·	· /		. (C)	(D)		<del></del>	
GENERAL DESCRIPT		ble-faced tenant section	<u>in multi-tenant</u>	<u>pylon sign.   C</u>	opy on 46" x 15' faces	<u>"BEALL\$</u>	<u>"Cabinet</u>	<u> </u>
In case of variance bet	•	<u>ally-illuminated.</u> tions and approved design, the la	tter shall prevail	·	<del></del>		· ·	
		LL PERFORM THE MAINTENAI	•	APKED BELOW:		MATO DU LES	3.0ED.D.TE.V	
<u></u>		ay at LESSEE'S request.	VOL OLIVVICES IVI	_		MILLS BILLET	SEPARATELY,	
☐ Repair	r or replace inoperative ne	on tubes.		<ul><li>Maintain flashe</li><li>Maintain revolve</li></ul>	• •			
	ce burned out incandesce r inoperative transformers	nt and/or fluorescent lamps.		Repaint, if nec	essary <u>one (1)</u>	times per	contract period for struc	tural
🛭 Repair	r broken or inoperative wir	ing within Display.		both metal and	nets on Display only, which wild plastic.	ere originally	painted, excluding face	s,
	ce broken or inoperative h sulators.	ousings, sockets, tube supports,			ice inoperative electronic and/	or solid state	components.	
	display <u>one (1)</u>	times per year.			<u> </u>		. <del></del> .	<del></del>
If Lessor s	shall fail to perform any e	lectrical maintenance required to	be performed by	it hereunder within	seven (7) calendar days (or	such longer	period as may be reas	sonable in th
circumstances) after re	eceipt of a written request	from Lessee to perform such m Lessee, such failure shall constit	aintenance or shal	ll fail to perform an	v cleaning required to be ner	formed by it.	hereunder within ton /	(A) dave aft
such and default, Less	ee shall receive a credit uj	p to 25% of the rent which shall a	ccrue pursuant to t	this Agreement duri	by Lessor with respect to any ing the	Display shal	l occur, as Lessee's so	le remedy f
continuation of such de								
6. FEED INSTALLATION DATE	<b>WIRES:</b> LESSEE SHALL AND LESSEE SHALL MA	PROVIDE SERVICE FEED WIR	ES OF SUITABLE	CAPACITY AND A	PPROVED TYPE TO LOCAT	TON OF DISE	PLAY IN ADVANCE OF	
		DEFAULT BY LESSEE, SEVEN		NT (75%) OF THE	REMAINING PENTALS SHA	ALL BE DUE	LECCOD IN ACCORD	NAME WIT
PARAGRAPH 18 ON	THE REVERSE SIDE HE	REOF. IN ADDITION, LESSOR I	MAY REMOVE DIS	SPLAY IN ACCORI	DANCE WITH PARAGRAPH	19 ON REVE	ERSE SIDE HEREOE /	Minimized
REPRESSLY WAIVES	OR PURSUANT TO LEG	S TO NOTICE OR HEARING AL PROCESS.	PRIOR THERET	O, WHETHER SL	ICH REMOVAL SHALL BE	EFFECTED	BY LESSOR, ITS A	AGENTS O
			<b>.</b>					
TERMS AND CONDITI	IONS ON THE BACK OF	IT: This Agreement shall not tak THIS PAGE, CONSTITUTES TH	e effect until signe: LE ENTIRE UNDER	d on behalf of Less RSTANDING BETW	ee and by an authorized per /FEN THE PARTIES Maked	son of Dedor	r. THIS AGREEMENT,	, INCLUDIN
the parties hereto, or us	sage of trade, shall be dec	emed effective to modify, amend,	or discharge any p	art of this Agreeme	ent or any rights or obligations	of any party	hereunder.	anng betwee
ACCEPTED: FEDERAL SIGN,_Divis	sion of Federal Signal Cor	poration (Lessor)	LESSEE:	STAGE STORES,	INC ADS BEAUS			
	//	<del></del> -						
By Lundell	Crit		Signature	Mus	1/1/a/	Date 2	1/6/55	
Date フーユゥ	<u>ー タ</u> 5	· · ·	Print Name	Mila	ANIS	_ Date	1000A DES	#\ <del>\</del>
GUARANTEE: For val	lue received. I or we the u	Indersigned, jointly and severally						
("Agreement")) of all m	ionies que and payable u	nder the Agreement, at the date:	s and for the purpo	ose therein stated.	and the performance of all of	ther undertak	ings by Lessee as the	ein provide
representatives of each	แomey rees. As Guaranti า of the undersigned. Eac	or(s) it is understood that the obli h undersigned agrees that no not	gations herein provide of acceptance t	vided shall be bindi by the "Lessor" (as	ng upon and enforceable aga defined in the Agreement) of	sinst the heirs this Guerante	s, assigns, successors,	and person
any default; consents to	o any extensions, change:	s or modifications hereafter made	by the Lessor and	Lessee to the Aar	reement: agrees that Lessor n	nav release a	IDV duarantor of Lesses	'e obligation
or release any other se under this Guarantee.	ecumy without affecting th	e obligations of the remaining g	uarantors, and agr	ees to pay all reas	ionable attomey fees and oth	ner costs inc	urred by Lessor to enfo	orce its right
·								
Ву		Guarantor	Ву	<u> </u>			Guaranto	or
Date	SS #	<del></del>	Date		SS#		-	

## **CONTRACT TERMS**

- 9. COST OF ELECTRICITY AND REINFORCEMENT OF BUILDING, PHYSICAL CONDITIONS: Lessee shall be responsible and pay for all electricity used or needed by Display, telephone line connections, utility coordination costs and all necessary reinforcements to the building on which the Display is to be installed, relocation of power or gas lines or other obstacles, and for any additional installation costs, including labor and material, incurred by Lessor due to adverse soil conditions, underground or hidden wall obstructions.
- 10. DELIVERY AND PERFORMANCE: The time for Lessor's performance is estimated, but is not guaranteed and is subject to delay or failure resulting from war, fire, labor disputes, unforeseen commercial delays, acts of God, governmental regulation or other causes beyond its reasonable control. Lessee shall promptly furnish all information to Lessor, which Lessor shall request for the expeditious fabrication, delivery, installation, or maintenance of Display.
- 11. MAINTENANCE: Except as otherwise provided in this Agreement, Lessor, at its expense, shall maintain and service Display by performing the services set forth in Paragraph 5, and for these purposes, Lessor shall have free access to Display. Lessee shall pay for all damages, including repairs or replacements, due to acts or negligence of Lessee, its agents, employees, or third parties and by fire, (other than fire originating within the Display). This Agreement relates only to the Display described herein and does not include Lessee's primary feed wiring to Display or any control equipment attached to it.
- 12. DISCLAIMER OF WARRANTIES: Lessor makes no warranty concerning the Display and expressly DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL LESSEE BE ENTITLED TO RECOVER ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, whether or not said damages are caused, in whole or in part, by Lessor's breach of any term or by any non-performance, delay or negligence of Lessor.

NOTE: All gaseous conductor tubes have an inherent tendency to change in color and light intensity proportionate to period or use. Mercury filled tubing of any age is affected by cold weather. These are universal characteristics and not defects in manufacture or maintenance. Replacement of operative tubes so affected is not a part of this Agreement.

13. DAMAGE OR DESTRUCTION OF DISPLAY: In the event of damage or destruction to the Display, Lessor shall have the right, at its option, to repair or rebuild the Display or to terminate this Agreement with respect to the damaged Display. If Lessor chooses to repair or rebuild the Display, the term of this Agreement shall be extended by the period of time it was unavailable for Lessee's use. If Lessor terminates this Agreement, Lessor shall return any unearned rentals and Lessee shall be relieved of all liability for rentals related to periods after the damage.

Lessee shall be responsible for all damage to or destruction to Display caused by or resulting from acts of negligence of Lessee, its agents, employees or third parties, and fire (other than fire originating within Display); the risk of loss occasioned by such causes shall be upon Lessee, and this Agreement shall continue in effect despite damage to or destruction of Display from such causes. If Lessee shall desire Lessor to repair any damage to the Display for which Lessee is liable, Lessee shall prepay the cost of same as estimated by Lessor.

If this Agreement shall terminate with respect to less than all Displays covered hereby, the rent payable hereunder shall be adjusted in accordance with the construction, installation, and maintenance costs associated with the remaining Displays.

- 14. FABRICATION OF DISPLAY; RENTAL INCREASES FOR DEFERRED FABRICATION OR DELIVERY: Lessor shall commence fabrication of Display promptly following receipt of all permits, licenses and consents specified in Paragraph 16 hereof. If, for any reason other than fault or neglect of Lessor, fabrication shall not commence within 90 days from the date of Lessor's acceptance of this Agreement or if delivery or tender of Display shall be delayed, deferred or postponed, for any reason other than fault or neglect of Lessor, beyond 6 months from the date of such acceptance, then the rental rate specified in Paragraph 3 hereof may be increased by Lessor, on the basis of applicable labor, material, and transportation cost increases incurred by Lessor subsequent to such acceptance date. Lessor shall promptly advise Lessee or any rate increase resulting from the provisions of this Paragraph 14.
- 15. FABRICATION INTERRUPTIONS: If, after fabrication of Display is commenced, Lessor shall cease or extend scheduled fabrication of Display at the request of Lessee, or by reason of any act of omission of Lessee, then Lessee, in addition to all its other obligations under this Agreement, shall be responsible for all Lessor's additional costs and expenses, incurred upon recommencement of fabrication including, without limiting the foregoing, increased labor, material and transportation costs.
- 16. PERMITS, LICENSES, FEES AND TAXES: Lessor may obtain (as Lessee's agent where necessary) and pay for all permits and licenses from public authorities for the initial installation of Display. Lessor shall not be obligated to commence fabrication of Display until public permits have been issued. If public permits are denied, after every reasonable effort by both parties to secure same, then this Agreement shall terminate without liability to either party except that Lessee shall pay Lessor for all manufacturing costs and other costs of performing this Agreement therefore incurred by Lessor.

Lessee shall be responsible for securing and maintaining in force all necessary permits from the owner and/or mortgage of the premises upon which Display is to be installed and for all other private permissions, consents or licenses necessary for the installation, maintenance, use, existence or removal of the Display.

Lessee shall maintain, continue and pay for all public permits, periodic and other inspection fees and licenses, now or hereafter necessary for the maintenance, use, existence or removal of Display. Lessee shall not be relieved of any obligations under this Agreement because of the revocation for any reason of any permit or license.

Lessee shall pay all personal property, sales, rental, use and other taxes which now or hereafter may be imposed by law on Display or the use thereof or on the nature, performance, or billing of this Agreement. Lessee shall reimburse Lessor the full amount of taxes described above which may be billed to and paid by Lessor.

If Lessee shall fail to maintain, continue or pay for any of the foregoing permits, consents or licenses within ten (10) days after receipt of written demand that it do so by Lessor, Lessor, at its option, may maintain, continue or pay for such permit, consent or license and Lessee, upon demand, shall reimburse Lessor for the cost of maintaining or continuing same.

17. INSURANCE: Lessor shall maintain during the term of this Agreement Commercial General Liability insurance in the amount of \$ 1,000,000 and, in addition, excess liability limits of \$ 5,000,000, against claims due to Lessor's negligence in connection with the maintenance or use of Display. Lessor agrees that the coverage of such insurance policy or policies shall be extended, subject to the conditions specified therein, to include Lessee as an additional insured in respect of any such claim due to joint negligence by Lessor and Lessee, but not against any claims attributable solely to the negligence of Lessee, its agents or employees.

Lessee shall indemnify and hold Lessor harmless against any and of a may be asserted against Lessor by reason of the negligence of Lessee, its against against Lessee shall promptly give Lessor written notice of any claim or proceeding. Any right of Lessee to seek reimbursement from Lessor or Lessor's insurer with respect to any such claim or proceeding is expressly conditioned upon Lessee promptly giving such notice to Lessor or its insurer the defense of such claim or proceeding. If Lessee shall satisfy any claim or proceeding without the written consent of Lessor, Lessor shall be released from any and all liability to Lessee with respect to such claim or proceeding.

- 18. DEFAULT: If Lessee shall default in payment of the rental herein provided for, or in any other of Lessee's obligations under this Agreement, Lessor, after 10 days written notice may, in addition to all other remedies under this Agreement or at law or equity terminate this Agreement. If Lessor elects to terminate Agreement for default in rental payments, Lessee shall immediately pay to Lessor all unpaid rentals accrued through the date of termination plus a percent of the rentals, applicable to the remaining term of this Agreement as agreed upon in Paragraph 7, which amount Lessee agrees constitutes the actual liquidated damages, and is not a penalty. Lessee agrees to pay, in addition to all other sums found due, reasonable attorney's fees incurred by Lessor in enforcement of any of its rights hereunder. All overdue payments under this Agreement shall bear interest at the lower of the following: (a) highest rate authorized by applicable law; or (b) 18% per year.
- 19. REMOVAL OF DISPLAY: Display at all times shall be the property of Lessor. Display shall not be reason of connection to any realty be deemed a fixture or appurtenance to realty and shall be severable therefrom. Upon termination of this Agreement, Lessor may, in addition to all other remedies under this Agreement or at law or equity, remove Display, with or without court order or other process of law, from any premises where then located or installed. Lessee agrees to surrender possession of Display and to reimburse Lessor for costs of removal.

The Lessee acknowledges and agrees that this document authorizes the Lesser or its agents or assigns to prepare, execute and file on Lessee's behalf any and all documents deemed reasonably necessary or desirable by Lessor to validate, perfect, evidence, or make public this lease transaction including, but not limited to, any filings under the Uniform Commercial Code. The parties intend for this transaction to be a true lease, but if any court or tribunal having the power to bind the parties should conclude that all or part of this transaction is not a true lease, or is in the nature of a sale, consignment or other transaction, the parties intend, and the Lessee hereby grants, a continuing security interest in the Display in favor of Lessor from the date of this agreement to secure the payment of all Lessee's indebtedness and other obligations to Lessor.

- 20. RELOCATION OF DISPLAY: At Lessee's request, Lessor will relocate any Display to another "suitable location" designated by Lessee. A "suitable location" means a location for which all consents, permits and licenses necessary for the initial installation and continued existence of such Display have been obtained by Lessee. Lessee shall pay upon demand the expense of removal and reinstallation (including Lessor's normal charges) and otherwise shall comply with this Agreement as though written with reference to the installation and maintenance of such Display at the new location. Equitable adjustment shall be made in the monthly rental payments in the event maintenance requirements or wage scales applicable to servicing Display at the new location are materially different from those applicable to the original location.
- 21. WAIVER OF BREACH: No waiver by either party of any default shall constitute a continuing waiver or a waiver of any subsequent default.
- 22. TRANSFER OF AGREEMENT: This Agreement shall be binding upon the respective successors and assigns of the parties. However, the interest of Lessee shall be transferable only with the prior written consent of Lessor.
- 23. CONTINUANCE: Upon expiration of the term of this Agreement Lessee shall be afforded the opportunity of continued rental of Display upon such terms and for such rentals as will be mutually agreeable, all as may be evidenced by further written agreement between the parties. In the absence of any such further written agreement, any use of Display after the original term of this Agreement shall be on a month-to-month basis, at the same rental subject to all of the terms and conditions herein specified, and terminable upon 30 days prior written notice by either party.
- 24. GOVERNING LAW: This Agreement shall be governed by the laws of the state in which this contract is executed.
- 25. FORUM: All claims arising out of or related to nonconformity of Display to specifications or the Company's alleged breach of must be commenced within one year after the cause of action accrued and shall be brought in state or federal court with situs in Illinois. The parties hereby agree that Illinois is the most convenient forum, consent to service of process and submit to jurisdiction of any state or federal court located in Illinois and hereby waive any right to transfer or change the venue or any litigation brought in accordance with this paragraph.
- 26. STATUTE OF LIMITATIONS: Any claim related to or arising out of Seller's breach of any term or condition must be commenced within one year after the cause of action has accrued.
- 27. MISCELLANEOUS: This Agreement supersedes all prior written or oral understandings or agreements concerning the subject matter hereof, neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified orally, but only by an instrument in writing signed by an authorized person of the party to be bound. The headings of the various sections of this Agreement are for convenience of reference only and shall not modify, define, expand or limit any of the terms or provisions hereof. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall not be affected but shall continue in full force and effect.
- 28. NOTICES: All notices required under the terms and provisions hereof shall be in writing and shall be addressed to the locations set forth on the face of this Agreement or to such other address as a party shall from time to time designate in writing to the other party.

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FINANCING STATEMENT - FOLLOW INSTRUCT This Financing Statement is presented for filing pursuant to and will remain effective, with certain exceptions, for 5 years  A. NAME & TEL. # OF CONTACT AT FILER (optional)  B. FILI Phone (800) 331-3282  Fax (818) 662-4141	8/16/99	99-167600 8/16/99 8:00 AM		
C. RETURN COPY TO: (Name and Mailing Address)		Texas Sec	retary of State	
Data Filing Services 90994	FED.SIGN2		ILED	
P.O. Box 29071	72-41-1	/ IPBAID 401		
Glendale, CA 91209-9071				
;	!	* 9 9 - 1	6 7 6 0 0 **	
D. OPTIONAL DESIGNATION (if applicable); X LESSOR/LESSEE CONSIGNO	DR/CONSIGNEE NON-UCC FILING			
1. i.ESSEE'S EXACT FULL LEGAL NAME - insert only one lessee na	ame (1a or 1b) FILED WITH:	Texas	· <del>-</del>	
STAGE STORES, INC.				
1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
1500 E. COURT	SEGUIN	STATE COUNTRY	POSTAL CODE 78155	
Id. S.S. OR TAX I.D.#  OPTIONAL   1e. TYPE OF ENTITY  ADD'NL INFO RE	1f. ENTITY'S STATE OR COUNTRY OF	¹g. ENTITY'S ORGANI	ZATIONAL I.D. #, if any	
ENTITY DEBTOR  2. ADDITIONAL LESSEE'S EXACT FULL LEGAL NAME - insert only  2a. ENTITY'S NAME	ORGANIFATION  one lessee name (2a or 2b)		NO	
R '		<del>'</del>		
,25. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
c. MAILING ADDRESS	CITY	STATE COUNTRY	POSTÁ! CODE	
d. S.S. OR TAX I.D.# OPTIONAL 2e. TYPE OF ENTITY ADD'NL INFO RE	2f. ENTITY'S STATE	2g. ENTITY'S ORGANI;	ZATIONAL I.D. #, if any	
ENTITY DEBTOR; LESSOR'S (ORIGINAL S/P OR ITS TOTAL ASSIGNEE) EXACT FOR THE PROPERTY OF THE PRO	OR COUNTRY OF ORGANIZATION	 		
Federal Sign Div. of Federal Signal Corp.	OLL LEGAL NAME - Insert only one le	ssor name (3a or 3b)		
R :3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
c. MAILING ADDRESS	·	·	 	
3015 Avenue "E" East	Arlington	TX	76011	
This FINANCING STATEMENT covers the following types or items of property  19-01897 ONE DOUBLE-FACED TENANT SEC BEALLS". CABINET IS INTERNALLY-ILLUMINA  CHECK BOX (if applicable)  This FINANCING STATEMENT is signed by the Lessor insterment of the company of the	TION IN MULTI-TENANT ATED.  Fad of the Lessee to perfect a security interest interesting when it was brought into this security.	st 7. If filed in F	lorida (check one)	
(if applicable) debtor's location was changed to this state, or (b) in accordance of the state o	nce with other statuotory provisions (addition	nal data may be required)   stamp tax	paid X tax not applicable	
ATTORNEY-IN-FACT		(or recorded) in the REAL E		
		Attach Addendum	(if applicable)	

(2) ACKNOWLEDGMENT COPY - NATIONAL FINANCING STATEMENT (FORM UCC1) (TRANS) (REV. 12/18/95) Prepared by Data File Services, Inc. P.O. Box 275 Van Nuys, CA 91408-0275 Tel (818) 909-2200

DATE:

**JUNE 30, 2000** 

RE:

STAGE STORES INC

1500 EAST COURT

GERONIMO, TX 78115

#### LIQUIDATION STATEMENT

CONTRACT #:

19-01897

BILLED UNDER

**CONTRACT** 

09/01/99

thru

06/30/00

10.00 MOS.@

89.01 PER MO.

\$890.10

LESS PAYMENTS

RECEIVED

LATE PAYMENT

(\$890.10)

\$0.00

INTEREST FOR

(1.5%/MO.;18%P.A.)

\$0.00

## LIQUIDATION CHARGES (UNBILLED UNDER CONTRACT)

06/30/00

THRU

08/31/04

SUBTOTAL

50.00 MOS. @ \$

TOTAL BALANCE DUE ON BILLINGS

83.00 PER MO.

\$4,150.00

LESS

25% PER CONTRACT TERMS

(\$1,037.50)

\$3,112.50

LESS LAST

0.00 PAYMENTS

\$0.00

RECEIVED IN ADVANCE IF ANY

SUBTOTAL

\$3,112.50

REMOVAL COST BILLED AT TIME OF REMOVAL
PLUS
7.250% SALES TAX

\$0.00

TOTAL LIQUIDATION CHARGES

\$225.66

\$3,338.16

TOTAL AMOUNT DUE

\$3,338.16

INTEREST TO ACCRUE PER DIEM"

\$1.65

<sup>\*\*\*</sup> PRICE GOOD ONLY THROUGH END OF CURRENT MONTH \*\*\*